

CITY COUNCIL REPORT



Meeting Date: June 4, 2013
Charter Provision: *Provide for the orderly government and administration of the affairs of the City*
Objective: *Enact local legislation*

ACTION

City Manager Appointment and Employment Agreement.

1. Appoint Fritz A. Behring as City Manager effective July 1, 2013 and adopt Resolution No. 9451, authorizing the Mayor to execute Employment Agreement No. 2013-082-COS with Fritz Behring on behalf of the City.

BACKGROUND

Article 4, Section 1, of the Scottsdale City Charter requires the City Council to appoint a City Manager. On May 22, 2013, the Council selected Fritz Behring as City Manager, subject to the approval of an executed employment contract. Resolution No. 9451 authorizes the Mayor to execute the employment agreement with Mr. Behring.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Formally appoint Fritz Behring as City Manager effective July 1, 2013 and adopt Resolution No. 9451 authorizing the Mayor to execute employment agreement, Contract No. 2013-082-COS.

RESPONSIBLE DEPARTMENT(S)

City Attorney's Office

STAFF CONTACT(S)

Sherry R Sott, Deputy City Attorney, sscott@scottsdaleaz.gov

APPROVED BY



Sherry Scott, Deputy City Attorney
(480) 312-7816, sscott@scottsdaleaz.gov

Date

ATTACHMENTS

1. Resolution No. 9451
2. Contract No. 2013-082-COS

RESOLUTION NO. 9451

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE APROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND FRITZ BEHRING, CONTRACT NO. 2013-082-COS, FOR THE POSITION OF CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, on May 22, 2013, following a national recruitment and selection process, the Scottsdale City Council selected Fritz Behring as City Manager for the City of Scottsdale; and

WHEREAS on June 4, 2013, the City Council formally appointed Fritz Behring to be the City Manager effective July 1, 2013.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale as follows:

Section 1: The Employment Agreement between the City of Scottsdale and Fritz Behring, Contract No. 2013-082-COS, for the position of City Manager is hereby approved and the Mayor is authorized to execute said agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 4th day of June, 2013.

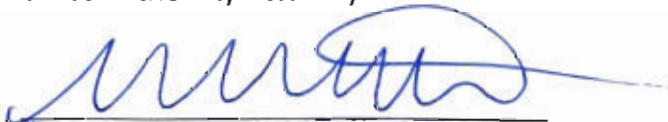
ATTEST:

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:
Office of the City Attorney

A handwritten signature in blue ink, appearing to read 'Bruce Washburn', is written over a horizontal line.

Bruce Washburn, City Attorney, by
Sherry Scott, Deputy City Attorney

City of Scottsdale Charter Officer – Employment Agreement

This agreement ("Agreement") is made and entered into this 4th day of June, 2013, by and between Fritz A. Behring ("Behring") and the City of Scottsdale, an Arizona municipal corporation ("City"), referred to collectively herein as "Parties."

Recitals

A. Behring was appointed City Manager of the City of Scottsdale by the City Council and shall assume those duties effective July 1, 2013, subject to the Parties entering into a contract setting forth the terms of employment with the City.

B. Behring will serve at the pleasure of the City Council.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises contained below, and for other good and valuable consideration, the Parties agree as follows:

1.0 The foregoing recitals are incorporated into this Agreement and made a part of it by this reference.

2.0 During the term of this Agreement Behring will have the powers and will perform the duties of City Manager as set forth in the City's Charter and the City's Code and ordinances, and will perform other legally permissible and proper duties and functions.

3.0 The term of this Agreement shall be until Behring resigns the position, becomes disqualified to hold the position by operation of law, or Behring's employment is terminated by the City Council.

4.0 Behring is an unclassified, exempt from overtime employee. His service as City Manager is at-will and he serves at the pleasure of the City Council, subject to the terms of this Agreement and any laws, City Charter and City Code provisions, rules, regulations and policies applicable to unclassified, exempt from overtime, at-will employees of the City.

5.0 Behring will be compensated for his services as City Manager effective July 1, 2013, as follows:

- a. Annual base salary of \$205,000.
- b. Annual executive physical per City guidelines.
- c. Four weeks of paid vacation (160.8 annual vacation hours) per year for which other employees with 10 or more years of service are allowed and all other standard employee benefits for which other employees are eligible.
- d. The City agrees to budget for and to pay for professional dues, subscriptions, continuing education and conference attendance and related business travel up to \$5,000 for the City Manager's continued professional growth, or for the good of the City.

6.0 As a condition of his employment as City Manager, Behring agrees to become a resident of the City of Scottsdale within six (6) months of the start of his employment as City Manager, and to continue to reside in the City during his tenure as City Manager. The City agrees to reimburse Behring in moving expenses up to the amount of \$2,500, upon its receipt of reasonable proof of said expenses.

7.0 The City Council shall review Behring's performance in his position as City Manager annually and may adjust his compensation and terms and conditions of employment, in accordance with that review, or as otherwise determined by the City Council.

8.0 In the event that the City terminates Behring's appointment at any time, the City shall pay to Behring severance in the amount of six (6) months total compensation. For the purposes of this provision, total compensation is defined to include base salary, with any Council approved base salary increases, in addition to any other Council approved forms of compensation paid to Behring, such as a City paid car allowance or City paid deferred compensation, if applicable, but specifically excludes the value of any other City provided benefit, such as the cost for providing insurance or the cost of other benefits, including leave, which would have accrued during the sixth month period had employment continued. Notwithstanding the foregoing, however, no severance payment shall be paid to Behring, if a super majority of five (5) members of the Council vote and find, in their sole discretion, that Behring should be terminated for failure to properly carry out his duties or responsibilities or that Behring's acts or omissions cast serious doubt on his fitness or ability to serve.

9.0 The effective date of this contract shall be June 4, 2013, with Behring assuming the duties of City Manager on July 1, 2013.

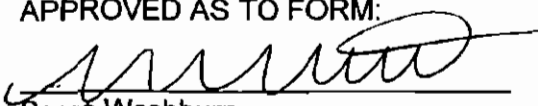
10.0 This Agreement sets forth and establishes the entire understanding between the City and Behring relating to the employment of Behring by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

Dated this 4th day of June, 2013.

ATTEST:

Carolyn Jagger
City Clerk

APPROVED AS TO FORM:



Bruce Washburn
City Attorney, by
Sherry R. Scott, Deputy City Attorney

CITY OF SCOTTSDALE, an
Arizona municipal corporation

W. J. "Jim" Lane
Mayor

Fritz A. Behring